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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON
AT SPOKANE

LEE & HAYES, P.C., a Washington
professional corporation,

Plaintiff/Counterclaim
defendant,

v.

CONTINUOUS COMPOSITES INC., a
Delaware corporation,

Defendant/Counterclaim
plaintiff.

CASE NO. No. 2:24-CV-0375-TOR

**STIPULATED PROTECTIVE
ORDER**

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted.

1 Accordingly, the parties stipulate to and petition the Court to enter this Stipulated
2 Protective Order (“Agreement”). The parties acknowledge this Agreement does not
3 confer blanket protection on all disclosures or responses to discovery, the protection
4 it affords from public disclosure and use extends only to limited information or items
5 that are entitled to confidential treatment under the applicable legal principles, and
6 it does not presumptively entitle parties to file confidential information under seal.
7

8 2. “CONFIDENTIAL” MATERIAL

9 “Confidential” material shall include the following documents and tangible
10 things produced or otherwise exchanged by parties or non-parties: information
11 relating to sensitive financial or business matters; confidential client information
12 such as attorney invoices and spreadsheets; confidential negotiations; confidential
13 agreements; or sensitive personal information.
14

15 3. SCOPE

16 The protections conferred by this Agreement cover not only confidential
17 material (as defined above), but also (1) any information copied or extracted from
18 confidential material; (2) all copies, excerpts, summaries, or compilations of
19 confidential material; and (3) any testimony, conversations, or presentations by
20 parties or their counsel that might reveal confidential material. However, the
21 protections conferred by this Agreement do not cover information that is in the
22 public domain or becomes part of the public domain through trial or otherwise.
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1 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

2 4.1 Basic Principles. A receiving party may use confidential material that
3 is disclosed or produced by another party or by a non-party in connection with this
4 case only for prosecuting, defending, or attempting to settle this litigation.
5 Confidential material may be disclosed only to the categories of persons and under
6 the conditions described in this agreement. Confidential material must be stored and
7 maintained by a receiving party at a location and in a secure manner that ensures that
8 access is limited to the persons authorized under this agreement.
9

10 4.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
11 otherwise ordered by the Court or permitted in writing by the designating party, a
12 receiving party may disclose any confidential material only to:
13

14 (a) the receiving party's counsel of record in this action, as well as
15 employees of counsel to whom it is reasonably necessary to disclose the information
16 for this litigation;

17 (b) the officers, directors, and employees (including in house
18 counsel) of the receiving party to whom disclosure is reasonably necessary for this
19 litigation, unless the parties agree that a particular document or material produced is
20 for Attorney's Eyes Only and is so designated;
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22 (c) experts and consultants to whom disclosure is reasonably
23 necessary for this litigation and who have signed the "Acknowledgment and
24 Agreement to Be Bound" (Exhibit A);
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(d) the Court and its personnel, and court reporters and their staff;

(e) copy services, imaging services, and e-discovery hosting services retained by counsel to assist in the duplication, imaging, and hosting of confidential material, provided that counsel for the party requesting the service instructs the service company not to disclose any confidential material to third parties and, with respect to copying services, to immediately return all originals and copies of any confidential material;

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the designating party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal confidential material must be separately bound by the court reporter, not later than prior to trial, and may not be disclosed to anyone except as permitted under this agreement;

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

4.3 Filing Confidential Material. Before filing confidential material or discussing or referencing such material in Court filings, the filing party shall confer with the designating party to determine whether the designating party will remove the confidential designation, whether the document can be redacted, or whether a motion to seal or stipulation and proposed order is warranted. During the meet and

1 confer process, the designating party must identify the basis for sealing the specific
2 confidential information at issue, and the filing party shall include this basis in its
3 motion to seal, along with any objection to sealing the information at issue. A party
4 who seeks to maintain the confidentiality of its information must satisfy the burden
5 to maintain a filing under seal, even if it is not the party filing the motion to seal.
6 Failure to satisfy this requirement will result in the motion to seal being denied, in
7 accordance with the presumption of public access to the Court's files.
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9 **5. DESIGNATING PROTECTED MATERIAL**

10 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

11 Each party or non-party that designates information or items for protection under
12 this Agreement must take care to limit any such designation to specific material that
13 qualifies under the appropriate standards. The designating party must designate for
14 protection only those parts of material, documents, items, or oral or written
15 communications that qualify, so that other portions of the material, documents,
16 items, or communications for which protection is not warranted are not swept
17 unjustifiably within the ambit of this agreement.
18

19 Mass, indiscriminate, or routinized designations are prohibited. The parties
20 agree not to make designations that are clearly unjustified or that have been made
21 for an improper purpose (*e.g.*, to unnecessarily encumber or delay the case
22 development process or to impose unnecessary expenses and burdens on other
23 parties).
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1 If it comes to a designating party's attention that information or items that it
2 designated for protection do not qualify for protection, the designating party must
3 promptly notify all other parties that it is withdrawing the mistaken designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in
5 this Agreement (see, *e.g.*, second paragraph of section 5.2(b) below), or as otherwise
6 stipulated or ordered, disclosure or discovery material that qualifies for protection
7 under this Agreement must be clearly so designated before or when the material is
8 disclosed or produced.

9
10 (a) Information in documentary form: (*e.g.*, paper or electronic
11 documents and deposition exhibits, but excluding transcripts of depositions or other
12 pretrial or trial proceedings), the designating party or designating non-party must
13 affix the word "CONFIDENTIAL" to each page that contains confidential material.
14 If only a portion or portions of the material on a page qualifies for protection, the
15 producing party also must clearly identify the protected portion(s) (*e.g.*, by making
16 appropriate markings in the margins).

17
18 (b) Electronic files or information contained in native electronic
19 form not reasonably amenable to the procedures set forth for information in
20 documentary form: The designating party shall append to the file names the legend
21 "CONFIDENTIAL" or "Attorneys' Eyes Only", identify such designation on a
22 native file slip sheet associated with the native file, or identify such designation by
23 any other reasonable method.
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1 (c) Testimony given in deposition or in other pretrial proceedings:
2 the parties and any participating non-parties must identify on the record, during the
3 deposition or other pretrial proceeding, all protected testimony, without prejudice to
4 their right to so designate other testimony after reviewing the transcript. Any party
5 or non-party may, within 15 business days after receiving the transcript of the
6 deposition or other pretrial proceeding, designate portions of the transcript, or
7 exhibits thereto, as confidential. If a party or non-party desires to protect confidential
8 information at trial, the issue should be addressed during the pre-trial conference.
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10 (d) Other tangible items: the producing party must affix in a
11 prominent place on the exterior of the container or containers in which the
12 information or item is stored the word "CONFIDENTIAL." If only a portion or
13 portions of the information or item warrant protection, the producing party, to the
14 extent practicable, shall identify the protected portion(s).
15

16 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
17 failure to designate qualified information or items does not, standing alone, waive
18 the designating party's right to secure protection under this Agreement for such
19 material. Upon timely correction of a designation, the receiving party must make
20 reasonable efforts to ensure that the material is treated in accordance with the
21 provisions of this agreement.
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23 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

24 6.1 Timing of Challenges. Any party or non-party may challenge a
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1 designation of confidentiality at any time. Unless a prompt challenge to a
2 designating party's confidentiality designation is necessary to avoid foreseeable,
3 substantial unfairness, unnecessary economic burdens, or a significant disruption or
4 delay of the litigation, a party does not waive its right to challenge a confidentiality
5 designation by electing not to mount a challenge promptly after the original
6 designation is disclosed.
7

8 6.2 Meet and Confer. The parties must make every attempt to resolve any
9 dispute regarding confidential designations without Court involvement. Any motion
10 regarding confidential designations or for a protective order must include a
11 certification, in the motion or in a declaration or affidavit, that the movant has
12 engaged in a good faith meet and confer conference with other affected parties in an
13 effort to resolve the dispute without Court action. The certification must list the date,
14 manner, and participants to the conference. A good faith effort to confer requires a
15 face-to-face meeting or a telephone conference.
16

17 6.3 Judicial Intervention. If the parties cannot resolve a challenge without
18 Court intervention, the designating party may file and serve a motion to retain
19 confidentiality. The burden of persuasion in any such motion shall be on the
20 designating party. Frivolous challenges, and those made for an improper purpose
21 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
22 expose the challenging party to sanctions. All parties shall continue to maintain the
23 material in question as confidential until the Court rules on the challenge.
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1 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
2 IN OTHER LITIGATION

3 If a party is served with a subpoena or a court order issued in other litigation
4 that compels disclosure of any information or items designated in this action by a
5 party or non-party as “CONFIDENTIAL,” that party must:

6 (a) promptly notify the designating party in writing and include a
7 copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or
9 order to issue in the other litigation that some or all of the material covered by the
10 subpoena or order is subject to this agreement. Such notification shall include a copy
11 of this agreement; and
12

13 (c) cooperate with respect to all reasonable procedures sought to be
14 pursued by the designating party whose confidential material may be affected.
15

16 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

17 If a receiving party learns that, by inadvertence or otherwise, it has disclosed
18 confidential material to any person or in any circumstance not authorized under this
19 agreement, the receiving party must immediately (a) notify in writing the designating
20 party of the unauthorized disclosures, (b) use its best efforts to retrieve all
21 unauthorized copies of the protected material, (c) inform the person or persons to
22 whom unauthorized disclosures were made of all the terms of this agreement, and
23 (d) request that such person or persons execute the “Acknowledgment and
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1 Agreement to Be Bound” that is attached hereto as Exhibit A.

2 9. NON TERMINATION AND RETURN OF DOCUMENTS

3 Within 60 calendar days after the termination of this action, including all
4 appeals, each receiving party must return all confidential material to the producing
5 party, including all copies, extracts, and summaries thereof. Alternatively, the parties
6 may agree upon appropriate methods of destruction.
7

8 Notwithstanding this provision, counsel are entitled to retain one archival
9 copy of all documents filed with the Court, trial, deposition, and hearing transcripts,
10 correspondence, deposition and trial exhibits, expert reports, attorney work product,
11 and consultant and expert work product, even if such materials contain confidential
12 material.
13

14 The confidentiality obligations imposed by this Agreement shall remain in
15 effect until a designating party agrees otherwise in writing or the Court orders
16 otherwise.

17 10. EFFECTIVENESS

18 The parties to this captioned action enter this Agreement and consent to the
19 form and entry of this Agreement as if it were a signed order. They agree to file
20 this stipulated Agreement and ask the Court to enter it as an order, but this
21 Agreement shall be binding upon signature of the parties regardless of when the
22 Court enters it as an order.
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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2
3 DATED: February 14, 2025

KUTAK ROCK LLP

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17 DATED: February 14, 2025

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Counsel for Defendant/Counterclaim

Plaintiff

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: February 18, 2025.



A handwritten signature in blue ink that reads "Thomas O. Rice". The signature is written in a cursive, flowing style.

THE HONORABLE THOMAS O. RICE
UNITED STATES DISTRICT COURT JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare
under penalty of perjury that I have read in its entirety and understand the Stipulated
Protective Order that was issued by the United States District Court for the Eastern
District of Washington on [date] in the case of *Lee & Hayes, P.C. v. Continuous
Composites Inc.*, Case No. 2:24-cv-00375-TOR. I agree to comply with and to be
bound by all the terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment
in the nature of contempt. I solemnly promise that I will not disclose in any manner
any information or item that is subject to this Stipulated Protective Order to any
person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Eastern District of Washington for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____